



DAVID SANDERS, PH.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

January 11, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District
YVONNE B. BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENT NUMBER TWO TO AGREEMENT
NUMBER 73778 FOR EXTENSION OF PARKING ATTENDANT SERVICES
AGREEMENT WITH ARROW PARKING.US
(SUPERVISORIAL DISTRICT 2) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the attached Amendment Number Two, to extend Agreement Number 73778 with Arrow Parking.US for six months from February 1, 2005 through July 31, 2005, for the provision of Parking Attendant Services, at the Department of Children and Family Services (DCFS) facility located at 3075 Wilshire Blvd., Los Angeles.

The total cost of this Amendment Number Two is \$42,500 that is included in the Department's Adopted Budget for FY 2004-05, with Federal (54%), State (32.6%), and net County (13.4%) cost. Sufficient funding is included in the FY 2004-05 Adopted County Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Parking Attendant Services are needed, on a daily basis, to direct the traffic in the ten-level parking structure containing 270 spaces used by approximately 800 County employees, in addition to a considerable number of authorized visitors and merchants. The current contract with Arrow Parking.US expires on January 31, 2005.

Due to other departmental contracting priorities, DCFS has been unable to complete a solicitation process to select a vendor for the new contract. DCFS approached the Parking Administration of the Internal Services Department (ISD) to explore the

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possibility of that Department providing the required service until the new solicitation process is completed, and was informed that DCFS' request cannot be accommodated.

Without the extension of the contract, parking attendant services will be suspended until a new contract is in place.

This Board letter does not comply with the Board's policy requiring timely submission of contracts to your Board for approval. Late submission is the result of unanticipated delays in DCFS' attempt to get the process completed.

Implementation Of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #2 (Workforce Excellence). Parking Attendants Services will help ensure employee safety and increased productivity.

FISCAL IMPACT/FINANCING

The total cost of this six-month extension from February 1, 2005, through July 31, 2005 is \$42,500 and is financed using approximately 54% federal revenue (\$22,950), 32.6% State revenue (\$13,600) and 13.4% net County cost (\$5,695). Sufficient funding is included in the FY 2004-05 Adopted Budget.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

The current Contract was approved by your Board on January 15, 2002, followed by Amendment Number One dated March 3, 2004, which approved a name change of the Contractor to Arrow Parking.US. This amendment extends the term of the contract an additional six months so that it will terminate July 31, 2005.

The Contractor is in compliance with all Board, Chief Administrative Officer and County Counsel requirements.

The Amendment has been approved as to form by County Counsel and the Chief Administrative Office has approved the Board letter.

CONTRACTING PROCESS

The current Contractor, Arrow Parking.US, has consented to extend the current Contract for six months with no rate increase or change in the scope of services.

DCFS has evaluated and determined that Arrow Parking.US, fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201), and continues to pay a living wage to its full-time employees who provide services to the County.

DCFS' Proposition A cost analysis indicates this contract continues to be cost effective. Because the cost of the contract extension is less than \$100k Auditor-Controller's approval of the analysis is not required.

Since the amendment's aggregate annual amount is under \$100k the State permits the extension as a procurement by negotiation, under CDSS regulation Section 23-650.

IMPACT ON CURRENT SERVICES

Approval of this Amendment Number Two will allow for the continuation of the Parking Attendant Services at DCFS' leased location, 3075 Wilshire Blvd., Los Angeles, without interruption. This is necessary for controlling, directing and monitoring all ingress/egress traffic and for re-directing vehicles to the alternative parking structure when the lot becomes full.

CONCLUSION

Upon approval and execution of this Amendment by your Board, it is requested that the Executive Officer-Clerk of the Board send an executed copy of the adopted Board Letter and any attachments to:

1. Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

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2. Office of the County Counsel
Attention: Rose Belda, Senior Deputy County Counsel
201 Centre Plaza Drive, Suite 1
Monterey Park, CA 91754
3. Arrow Parking.U.S.
Mehran Movahed, President
256 South Robertson Blvd.
Beverly Hills, CA 90211

Respectfully submitted,

DAVID SANDERS, Ph.D.
Director

DS:WC:wk

c: Chief Administrative Officer
County Counsel

Attachments (2)

**AMENDMENT NUMBER TWO
TO AGREEMENT NUMBER 73778**

BY AND BETWEEN

THE

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

AND

ARROW PARKING.US

FOR

PARKING ATTENDANT SERVICES

**AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 73778
WITH ARROW PARKING.US**

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "AGREEMENT FOR PARKING ATTENDANT SERVICES" ADOPTED BY THE BOARD OF SUPERVISORS ON JANUARY 15, 2002, AMENDED ON MARCH 1, 2004, FOR CONSENT TO ASSIGNMENT AND DELEGATION OF RIGHTS FROM MOVE AHEAD, INC. DBA ARROW PARKING TO ARROW PARKING.US, AND FURTHER IDENTIFIED AS AGREEMENT NUMBER 73778, HEREINAFTER REFERRED TO AS "AGREEMENT."

Effective February 1, 2005, the agreement is revised as follows:

WHEREAS, the parties have previously entered into a contract for parking attendant services;

WHEREAS, the parties agree to extend the term of the agreement to allow the COUNTY to complete a new solicitation for the services,

NOW THEREFORE, in consideration of the foregoing and mutual consents herein, the agreement is modified as follows:

1. Section 3.0, **TERM AND TERMINATION**, is deleted in its entirety and replaced as follows:

3.0 TERM AND TERMINATION

3.1 The term of this Agreement will commence on February 01, 2002 or date of execution by County Board of Supervisors, whichever is later and shall continue through January 31, 2005, unless terminated earlier as provided herein.

3.2 The term of the Agreement shall be extended for a six-month period that begins February 1, 2005 through July 31, 2005, unless terminated earlier as provided herein.

2. Section 4.0, **CONTRACT SUM**, subsection 4.2 is amended to add subsection 4.2.1 as follows:

4.2.1 The total amount payable under this Agreement is TWO HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$297,500), Maximum Contract Sum. The amount payable for the six-month extension from February 1, 2005, through July 31, 2005, shall not exceed FORTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500).

3. Section 27.0 **DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT**, is deleted in its entirety and replaced as follows:

27.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

27.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

27.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

27.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

27.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

27.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

4. Section 36, **CHILD SUPPORT COMPLIANCE PROGRAM**, is deleted in its entirety and replaced as follows:

36.0 CONTRACTOR'S WARRANTY OF ADHERANCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 36.1 The Contractor acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to the Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

36.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Section 36 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of within notice shall be grounds upon which the County may terminate this Contract, pursuant to Section 24 - Termination for Default, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER TWO, ALL OTHER TERMS AND CONDITIONS OF AGREEMENT NUMBER 73778, AND AMENDMENT NUMBER ONE THERETO, SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 73778**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed by its Chair and the seal of such Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer(s) on the _____ day of _____, 2005. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

CONTRACTOR

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

OFFICE OF COUNTY COUSEL
RAYMOND G. FORTNER, JR., COUNTY COUNSEL

BY _____
Kathy Bramwell, Senior Deputy County Counsel